

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS
TARIFF
OF
CAPITAL INTERNATIONAL COMMUNICATIONS, L.L.C.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Capital International Communications, L.L.C. (Capital International) within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected, during normal business hours, at Capital International's principal place of business.

Capital International Communications, L.L.C., and the services it offers pursuant to this tariff, have been classified as "competitive" by the Missouri Public Service Commission.

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WAIVER OR RULES AND REGULATIONS

The Missouri Public Service Commission has waived the following statutes and rules for the purposes of offering the telecommunications services as set forth herein:

STATUTES

Section 392.210.2	Reports & Records
Section 392.240(1)	Rates-reasonable average return on investment.
Section 392.270	Property valuation.
Section 392.280	Depreciation rates.
Section 392.290	Issuance of stocks and bonds.
Section 392.300.2	Transfer of Property
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Issuance of stocks and bonds.
Section 392.330	Issuance of stocks and bonds.
Section 392.340	Reorganization.

COMMISSION RULES

4 CSR 240 -10.020	Income on depreciation fund investments.
4 CSR 240-3.545(2)(c)	Rate schedules.
4 CSR 240-30.040	Uniform system of accounts.
4CSR 240-33.030	Inform customers of lowest priced service.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbers sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 8 and 9 would be 8.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.
- C. Paragraph Numbering Sequences - There are nine levels of paragraph coding. Each level of coding is subsequent to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).1

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation
- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M Moved from another tariff location
- N- New
- R - Change resulting in a decrease to a customer's bill
- T - Change in text or regulation but no change in rate or charge

SECTION 1- RULES AND REGULATIONS1.1. Undertaking of the Company

Capital International Communications, L.L.C.'s services and facilities are furnished for communications originating and terminating within the State of Missouri under the terms of this tariff.

1.2. Limitations

- 1.2.1. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 1.2.2. The Company reserves the right to discontinue or limit service upon the written notice when the customer is using the service in violation of provisions of this tariff, or in violation of the law.
- 1.2.3. The services provided under this tariff are directly or indirectly controlled by the Company and the customer may not alter or affect the services nor transfer or assign its use of the services without the express written consent of the Company, which consent may be withheld, without limitation, by the Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the services or a change in the customer's location to which services are to be provided.
- 1.2.4. In the event prior written permission from the Company is given for the assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

1.3. Liabilities of the Company

- 1.3.1. The Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing the Company's services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

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SECTION 1- RULES AND REGULATIONS

1.4. Interruption of Service

- 1.4.1. Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 1.3.1. herein. The Customer shall receive no credit allowance for interruption of service which is due to the Carrier's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within the Customer's control, or is not in the wiring or equipment, if any, furnished by the Customer in connection with the Company's services.
- 1.4.2. Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 1.4.3. No credit shall be allowed:
- (A) For failure of services or facilities of customer or other carriers; or
 - (B) For failure of services or equipment caused by the negligence or willful acts of customers or others.
- 1.4.4. Credit for an interruption shall commence after Customer notifies the Company of the interruption or when the Company becomes aware thereof; and cease when service has been restored. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 1.4.5. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues.

SECTION 1- RULES AND REGULATIONS**1.5. Obligations of the Customer**

1.5.1. The Customer is obligated to place an order for origination, termination, and/or changes to the Company's service or facilities; pay all charges for service or facilities rendered by the Company; and to comply with all of the Company's regulations governing the provision of service or facilities. The Customer is also responsible for assuring that its authorized users comply with the regulations of the Company, as specified in this tariff.

1.5.2. When placing an order for services or facilities, the Customer must provide:

- (A) Name(s) and address(es) of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.
- (B) Name(s), address(es), and telephone number of person(s) to whom notices shall be addressed by the Company.
- (C) Location(s) at which facilities and services are to be provided.

1.5.3. The Customer shall reimburse the Company for the replacement or repair of the Company 5 equipment when the damage results from:

- (A) Negligence or willful act of the Customer's employees, agents, or contractors, or authorized users.
- (B) Loss through theft, fire, flood, cable cuts, or other catastrophes to Company-provided equipment or facilities located on the Customer's premises.

1.6. Availability of Service/Facilities for Maintenance Testing and Adjustment

1.6.1. Upon reasonable notice, the Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer for the purpose of installing, inspecting, repairing, or general maintenance of the service or facilities of the Company. It is the responsibility of the Customer to make necessary arrangements for entrance of the Company's employees, agents, or contractors. No interruption of service will be granted for the time during which such tests and adjustments are made.

SECTION 1- RULES AND REGULATION**1.7. Payment and Billing**

1.7.1. The Customer is responsible for payment of all regulated charges for services furnished. All surcharges and other fees, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

- (A) Service is provided and billed in arrears on a monthly (30 days) basis.
- (B) The Customer shall have at least 21 days from the rendition of a bill to pay the charges at which time the charges become delinquent.
- (C) The Company may require a deposit if the Customer is unable to establish a good credit rating, or if the Customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
- (D) At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered.

1.8. Discontinuance of Service

1.8.1. The Company may discontinue service under the following circumstances, provided suitable notice has been given to the Customer, as required:

- (A) Non-payment of any sum due to the Company for service for more than twenty-eight (28) days beyond the date of rendition of the bill for such services;
- (B) A violation of or failure to comply with any regulation governing the furnishing of service; or

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SECTION 1- RULES AND REGULATION

1.8. Discontinuance of Service (cont'd)

- (C) An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
- (D) Failure to post a required deposit.
- (E) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the Company constitutes fraud or abuse.

1.8.2. Service shall not be disconnected unless written notice by first class mail is sent to the customer at least 5 days prior to the date of the proposed discontinuance. At least 24 hours preceding the discontinuance, a reasonable effort shall be made to contact the Customer to advise the Customer of the proposed discontinuance and what steps must be taken to avoid it.

1.9. Measurement of Distance

1.9.1. The distance between the Company's switch and destination point is calculated using the "V" and "H" coordinates in the following manner:

- (A) Obtain the "V" and "H" coordinates for each called from number utilizing equal access or phone number on Customer's master file using authorization codes and the destination point.
- (B) Obtain the difference between the "V" coordinates for each of the areas. Obtain the difference between the "H" coordinates.
- (C) Square each difference obtained in Step B.
- (D) Divide the sum of the squares obtained in Step C by ten. Round to the next higher whole number, if any fraction is obtained.
- (E) Obtain the square root of the whole number obtained in Step D. Round to the next higher whole number, if any fraction is obtained. This is the distance between the areas.

SECTION 2- DEFINITIONS

2.1. Definitions

Access Line - An arrangement which connects the Customer's location to Company switching center or point of presence.

Authorized User - A Customer, or a person designated by a Customer to use or communicate over service or facilities provided by this tariff.

Calling Card - A card authorized by the Company to which charges for a MTS message may be billed.

Collect Call - A billing arrangement by which the charge for a call may be billed to the called station provided the called station accepts the arrangement prior to connection.

Company - Capital International Communications, L.L.C.

Commission - The Missouri Public Service Commission.

Credit Card Calls - Calls billed to a major bank card such as VISA, MasterCard, or American Express.

Customer - Any individual, corporation, partnership or other entity which utilizes the direct dial services provided by the Company on a subscription basis.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

Individual Case Basis - A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances, including costs to provide service, in each case.

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SECTION 2- DEFINITIONS

2.1. Definitions (cont'd)

LEC - Local Exchange Company.

MTS - Message telecommunications service.

Night/Weekend - From 11:00 PM up to but not including 8:00 am Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Operator Services - Call intervention by either automated interface or the live operators for the purpose of call completion or activation of special billing arrangements such as collect, person-to-person or credit card calling.

Operator Station Call - A service whereby the assistance of a Company operator is required to complete a call originated by the Customer.

Person-to-Person Call - A service whereby the calling party specifies an individual, extension, department, or office to be reached at the called station. Billing commences when the specified party is reached.

Special Access Origination - Where originating access between the Customer and the interexchange carrier is provided on dedicated circuits.

Switched Access Origination - Where originating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

Third Party Billed - A service arrangement whereby the call is billed to a third number other than the calling or called party station.

Traffic Aggregator - Any person, firm, partnership or corporation which furnishes a telephone for use by the public and includes, but is not limited to, telephones located in rooms, offices, and similar locations in hotels, motels, hospitals, airports, and public or Customer-owned pay telephone locations whether or not coin operated.

SECTION 3- DESCRIPTION OF SERVICES AND RATES

- 3.1. Message Toll Service (MTS) - Capital International provides Message Toll Service at the following rates. Rates vary by mileage, duration, and time of day. Calls are billed in one (1) minute increments. Any fraction of a minute is rounded up to the next whole minute.

3.1.1. Intrastate IntraLATA Long Distance

Day Rates

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
0-17	.1200	.1025
18-22	.1700	.1425
23-28	.2300	.2025
29-34	.2700	.2550
35-41	.3200	.3100
42-51	.3325	.3150
52-66	.3325	.3150
67-81	.3675	.3500
82-105	.3675	.3500
106-124	.3675	.3500
125-292	.4025	.3850
293 +	.4200	.4025

Evening Rates

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
0-17	.0950	.0800
18-22	.1325	.1100
23-28	.1775	.1550
29-34	.2075	.1900
35-41	.2525	.2425
42-51	.2875	.2875
52-66	.3075	.3075
67-81	.3300	.3275
82-105	.3450	.3375
106-124	.3500	.3450
125-292	.3800	.3650
293 +	.4000	.3875

SECTION 3- DESCRIPTION OF SERVICES AND RATES

3.1. Message Toll Service (MTS) (cont'd.)

3.1.2. Intrastate IntraLATA Long Distance (cont'd.)

Night/weekend Rates

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
0-17	.0800	.0650
18-22	.1100	.0920
23-28	.1460	.1280
29-34	.1700	.1640
35-41	.2060	.1960
42-51	.2320	.2275
52-66	.2560	.2500
67-81	.2640	.2600
82-105	.2760	.2700
106-124	.2940	.2825
125-292	.3025	.2900
293 +	.3300	.3200

3.1.3. InterLATA Long Distance

Day, Evening, and Night/Weekend Rates

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
0-17	.2975	.2625
18-22	.3150	.2975
23-28	.3325	.3150
29-34	.3325	.3150
35-41	.3325	.3150
42-51	.3325	.3150
52-66	.3325	.3150
67-81	.3675	.3500
82-105	.3675	.3500
106-124	.3675	.3500
125-292	.4025	.3850
293 +	.4200	.4025

SECTION 3- DESCRIPTION OF SERVICES AND RATES

3.2. Operator Services (cont'd.)

Operator Service Requirements:

Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.

Carrier will advise the caller and billed party (if different from the end user) that the Company is the operator service provider at the time of initial contact.

Carrier will provide rate quotes, including all rate components and additional charges, upon request, at no charge.

Carrier will allow only tariff changes approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies on behalf of carriers and will not collect locations surcharges imposed by traffic aggregators.

Carrier will arrange for listing of its name on the local exchange company's billing of carrier's charges, if the local exchange company has multi-carrier bill listing capability.

Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.

Carrier will direct all 00- emergency calls to the local exchange carrier at no charge.

Upon request, carrier will transfer calls to other authorized interexchange company or to the LEC, if billing can list the caller's actual origination point.

Carrier's contracts with traffic aggregators will contain provisions which:

- a. Prohibit the blocking of access to an end user's interexchange carrier of choice, and
- b. prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the local exchange company operator as well as interexchange carriers, and procedures for emergency calls.

Carrier does not offer Directory Assistance. Calls placed to 1-NPA-555-1212 will be billed on behalf of another authorized telecommunications company.

SECTION 3-SERVICE DESCRIPTIONS AND RATES

- 3.3 Inmate Message Toll Service (MTS) This service is restricted to the provision of operator assisted station-to-station and person-to-person collect calls originated from correctional institutions, pursuant to a contract with the State of Missouri.

3.3.1. IntraLATA Usage Rates

For all 0+ IntraLATA calls from all correctional facility originating locations, the following per minute rate shall apply:

Per minute \$0.14

Additionally, for all Local calls from the correctional facility originating locations, the following rates apply:

Per call \$1.30 per call rate (includes usage and surcharges)

3.3.2. InterLATA Usage Rates

For all 0+ InterLATA calls from all correctional facility originating locations, the following per minute rate shall apply:

Per minute \$0.14

3.3.3. Interstate Usage Rates

For all 0+ Interstate calls from all correctional facility originating locations, the following per minute rate shall apply:

Per minute \$0.45

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SECTION 3-SERVICE DESCRIPTIONS AND RATES

3.3. Inmate Message Toll Service (MTS) (cont'd.)

3.3.4. Surcharges

For calls from all correctional facility originating locations, the following operator assisted surcharges shall apply for long distance calls only:

	<u>per call</u>
IntraLATA	\$1.00
InterLATA	\$1.00
Interstate	\$2.45